

## TERMS OF USE AGREEMENT

By using the mormontimes.com website (this “Website”), you signify your agreement to (i) these terms and conditions (the “Agreement”); (ii) this Website’s [privacy policy](#), which is incorporated herein by reference, and (iii) the rules or guidelines associated with or applicable to any contest or other activity you participate in through the Website. If you do not agree to any of these terms, then please do not use the Website.

### A. Applicability of Terms

This Agreement applies to all users of this Website, including, without limitation, users who simply browse this Website (“Guests”) and users who register an account and/or contribute video content or other materials to a contest run through this Website (“Participants”) (Guests and Participants are collectively referred to as “Users”).

Mormon Times may revise this Agreement at any time and you agree to be bound by any revised versions of this Agreement. It is your responsibility to return to this Agreement, found on the Website, from time to time to review the most current terms and conditions. Mormon Times does not assume any obligation to notify you of changes to this Agreement. This Agreement shall supersede any prior or subsequent terms or conditions included with any communication or agreement, whether or not such terms or conditions are signed by Mormon Times. Mormon Times reserves the right, but has no obligation, to make changes to this Website and to these terms and conditions at any time. Any such modifications will become effective upon the date they are first posted to this Website.

### B. General Use of This Website

Subject to the terms and conditions of this Agreement, Mormon Times hereby grants you a limited, nonexclusive, non-transferable, personal license to access and use this Website as set forth in this Agreement. Notwithstanding the foregoing, Mormon Times does not provide you a license, and you expressly agree not to:

1. Distribute in any medium any part of this Website, including, but not limited to, User Submissions (as defined below), without Mormon Times’ prior written authorization. As used herein, “User Submissions” means video and/or audio content (“User Videos”), textual content, comments (“User Comments”) and any other content submitted by Users of this Website.
2. Modify or remove any copyright, trademark or other propriety notices attached to any downloaded material or to alter or modify any part of this Website.
3. Access User Submissions or Mormon Times’ Content (as defined below) through any technology or means other than the video playback pages of this Website itself or other explicitly authorized means Mormon Times may designate.

4. Use this Website for any commercial purpose, without the prior written authorization of Mormon Times.
5. Use or launch any automated system, including without limitation, “robots”, “spiders”, or “offline readers”, that access this Website in a manner that sends more requests, messages, votes or any other form of contacts to the Mormon Times servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, Mormon Times grants the operators of public search engines permission to use spiders to copy materials from this Website for the sole purpose of, and solely to the extent necessary for, creating publicly available searchable indices of the materials, but not caches or archives of such materials. Mormon Times expressly reserves the right to revoke these exceptions either generally or in specific cases.
6. Collect or harvest any personally identifiable information from this Website, including, without limitation, information about Participants. You further agree not to use the communication systems provided by this Website for any commercial solicitation purposes.
7. Introduce any viruses, Trojan horses, trap doors, back doors, worms or any other computer code, file or programming routine that is intended to interrupt, destroy, damage, interfere with, intercept, expropriate or otherwise limit the functionality of any system, data, or information, including, without limitation, the servers or networks connected to this Website

In your use of this Website, you agree to comply with the terms and conditions of this Agreement and all applicable local, national and international laws and regulations. Mormon Times reserves the right to investigate and take appropriate action (legal and/or non-legal) in its sole discretion against any User who violates this provision, including, without limitation, removing offending Content (as discussed below) from this Website and terminating the accounts of Users who violate this provision.

You acknowledge and agree that Mormon Times may, in its sole discretion, terminate any session that in Mormon Times’ opinion is inactive for an extended period of time and/or remove any account that in Mormon Times’ opinion is not active for an extended period of time. Mormon Times reserves the right to discontinue any aspect of this Website at any time.

All rights not expressly granted to you in this Agreement are reserved.

### **C. Your Use of Content on this Website**

In addition to the general restrictions above, the following restrictions and conditions apply specifically to your use of content on this Website:

1. The content included on this Website, including, without limitation, the text, scripts, graphics, logos, icons, images, audio-visual content, audio clips,

information, data, photographs, graphs, videos, typefaces, graphics, music, sounds, User Submissions and other material and software (collectively, the “Content”) and the trademarks, service marks and logos contained therein (collectively, the “Marks”), are owned by or licensed to Mormon Times, subject to patent, copyright, trademark and other intellectual property rights under the law. Content on this Website is provided to you AS IS for your information and personal use only and you may not download, copy, reproduce, modify, remove, delete, augment, add to, publish, transmit, distribute, broadcast, display, participate in the transfer, sale or license of, create derivative works from, or in any way exploit any of the Content on this Website, in whole or in part, without the prior written consent of the Mormon Times and/or its licensors. Without limiting the generality of the foregoing, you agree not to engage in the use, copying, or distribution of any of the User Submissions other than as expressly permitted herein. Mormon Times expressly reserves all rights not expressly granted in and to this Website and/or the Content.

2. Any use other than as contemplated herein, including the reproduction, modification, distribution, collection, transmission, republication, display, or performance of the Content on this Website, is strictly prohibited.
3. You may access User Submissions solely: (i) for your information and personal use; and (ii) with regard to User Videos, for Streaming. As used herein, “Streaming” means a contemporaneous digital transmission of an audiovisual work via the Internet from this Website to a user’s device in such a manner that the data is intended for real-time viewing and not intended to be copied, stored, permanently downloaded, or redistributed. Accessing User Videos for any purpose or in any manner other than Streaming is expressly prohibited. User Videos are made available on an “AS IS” basis.
4. User Comments may be made available to you for your information and personal use solely as intended through the normal functionality of this Website. User Comments are made available to you on an “AS IS” basis, and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, downloaded, or otherwise exploited by you in any manner not intended by the normal functionality of this Website or otherwise as prohibited under this Agreement.
5. You agree not to circumvent, disable or otherwise interfere with security-related features of this Website or features that prevent or restrict use or copying of any Content or enforce limitations on use of this Website or the Content therein.
6. You understand that when using this Website, you will be exposed to User Submissions from a variety of sources, and that Mormon Times is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Submissions. You further understand and acknowledge that you may be exposed to User Submissions that are inaccurate, offensive, indecent, or

objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Mormon Times with respect thereto.

7. You agree not to incorporate any offensive content into the User Submissions or other Content of this Website. Without limiting the foregoing, you may not submit to the Website any content that: (i) is obscene, offensive, or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; (ii) harasses or advocates harassment of another person or group, including, without limitation, racially, ethnically or religiously; (iii) contains nudity, violence, or offensive subject matter; (iv) promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous; (v) is harmful, threatening, abusive or exploits people in a sexual or violent manner; (vi) solicits personal information from anyone under 18 years of age; (vii) is unlawful or otherwise violates the copyright, trademark or other intellectual property rights of any other person; (viii) furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses; (ix) solicits passwords or personal identifying information for commercial or unlawful purposes from other Users; or (x) otherwise is contrary to the standards of The Church of Jesus Christ of Latter-day Saints, as determined by Mormon Times in its sole discretion.

#### **D. User Submissions and Content**

1. Participants may be permitted to submit User Submissions, including User Videos and User Comments, and other Content. You understand and agree that Mormon Times does not guarantee any confidentiality with respect to any User Submissions and other Content.
2. You shall be solely responsible for all User Submissions and other Content submitted by you and the consequences of posting or publishing them. In connection with any Content submitted by you, you affirm, represent, warrant and agree that you own or have the necessary licenses, rights, consents, and permissions to use, and hereby authorize Mormon Times to use, all patent, trademark, trade secret, copyright, other proprietary rights and any other rights in and to any and all Content to enable inclusion and use of the Content in the manner contemplated by this Website and this Agreement.
3. Except as provided otherwise herein, you retain all of your ownership rights in your Content. However, by submitting Content to Mormon Times, you hereby grant Mormon Times a worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the Content for any purpose whatsoever, commercial or otherwise without any compensation to you, such purposes, including without

limitation promoting and redistributing part or all of this Website (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each User of this Website a non-exclusive license to access your Content through this Website, and to use, reproduce, distribute, display and perform such Content as permitted through the functionality of this Website and under this Agreement. The above licenses granted by you are perpetual and irrevocable.

4. Mormon Times may retain, but not display, distribute, or perform, server copies of Content that have been submitted and then removed by you. You understand and agree, however, that Mormon Times will not return to you any copies of Content submitted by you and you agree that you will at all times retain at least one copy of each item of Content that you wish to preserve. You hereby release Mormon Times and its affiliates from any and all liability for loss or any other damage to any Content or User Submission submitted by you.
5. In connection with Content submitted by you, you further agree that you will not submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant Mormon Times all of the license rights granted herein.
6. Mormon Times does not permit copyright infringing activities and infringement of any other intellectual property rights on this Website, and Mormon Times will remove all Content and User Submissions if properly notified that such Content or User Submission infringes on another's intellectual property rights. Mormon Times reserves the right to remove Content and User Submissions without prior notice.
7. Mormon Times does not endorse any User Submission or any opinion, recommendation, advice expressed therein or other Content submitted by Users, and Mormon Times expressly disclaims any and all liability in connection with such submissions.

## **E. Forums**

1. This Website may provide certain areas for Participants to access and communicate with other Participants of this Website (the “Forums”).
2. Mormon Times does not endorse the content in the Forums and specifically disclaims any responsibility or liability to any person or entity for any loss, damage, injury, claim, liability or other cause of any kind or character based upon or resulting from any material, content or other communication provided through a Forum.

3. Mormon Times does not and will not review messages in the Forums and is not responsible for the content of any such message. Mormon Times reserves the right, but is not obligated to, delete, edit or remove a message, in whole or in part, posted to a Forum for any reason and to exclude any individual from using a Forum.
4. Please be aware that when you post to a Forum, you may be disclosing certain information to others. To protect your safety, please use your best judgment when using the Forums and carefully consider the information that you disclose in the Forums.
5. Mormon Times reserves the right to cooperate with any law enforcement, court or government investigation or order requesting or directing Mormon Times to disclose information posted to a Forum, or if Mormon Times decides that such disclosure is in its or its customers best interests.

## **F. Participant Accounts**

1. To access and use some features of this Website, you will have to create a Participant account. You may never use another Participant's account without permission. When creating your Participant account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your Participant account, and you must keep your Participant account password secure. You must notify Mormon Times immediately of any breach of security or unauthorized use of your account.
2. Although Mormon Times will not be liable for your losses caused by any unauthorized use of your Participant account, you may be liable for the losses of Mormon Times and others due to such unauthorized use.
3. Mormon Times may, in its sole discretion, terminate a User's access to this Website if they are determined, by Mormon Times, to have violated the terms and conditions of this Agreement, whether or not the user is determined to be a repeat infringer.
4. Mormon Times reserves the right to decide whether Content or a User Submission is appropriate and complies with this Agreement for violations other than copyright infringement, such as, but not limited to, pornography, obscene or defamatory material, excessive length and whether or not a User Submission complies with the standards of The Church of Jesus Christ of Latter-day Saints. Mormon Times may remove such User Submissions and/or terminate a User's access for uploading such material in violation of this Agreement at any time, without prior notice and at its sole discretion.
5. Mormon Times may access, preserve and/or disclose your account information if, in Mormon Times sole discretion, it is necessary to: (a) comply with any

applicable statute, law, regulation or rule, (b) enforce this Agreement, (c) response to claims that any Content violates the rights of third parties, (d) respond to your request for information or service, and/or (e) protect the rights, property, privacy or personal safety of a User, a Mormon Times employee or agent and/or a third party.

## **G. Digital Millennium Copyright Act**

1. If you believe that any User Submission and/or other Content infringes upon your copyrights, you may notify Mormon Times pursuant to the Digital Millennium Copyright Act (“DMCA”) by providing Mormon Times with the following information in writing (see 17 U.S.C 512(c)(3)):
  - i. A physical or electronic signature of a person authorized to act on behalf of the owner of a copyright that is allegedly infringed;
  - ii. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Website are covered by a single notification, a representative list of such works on the Website;
  - iii. Identification of the User Submission and/or other Content that is claimed to be infringing and that is to be removed and information reasonably sufficient to permit Mormon Times to locate the User Submission and/or other Content;
  - iv. Information reasonably sufficient to permit Mormon Times to contact you, such as an address, telephone number, and, if available, an email address;
  - v. A statement that you have a good faith belief that use of the User Submission and/or other Content in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
  - vi. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Mormon Times’ designated agent to receive notifications of claimed copyright infringement is:

NAME: Robert Woods  
ADDRESS: 30 East 100 South  
Salt Lake City, Utah 84110  
EMAIL: [showcase@desnews.com](mailto:showcase@desnews.com)  
FAX: (801) 237-2528

## **H. Your Representations and Warranties**

By using this Website, you represent and warrant that (i) you understand and agree that this Agreement is a legally binding agreement and the equivalent of a signed, written contract; (ii) you will use this Website in a manner consistent with all laws and regulations and in accordance with the terms and conditions of this Agreement; (iii) you are authorized to sign for and bind the contracting party; (iv) any material, content or information that you submit or post to this Website is original to you and does not violate the rights of any third parties, including, without limitation, any intellectual property rights and rights of publicity and/or privacy; (v) you will provide us only true, accurate, complete and current information; and (vi) you will not impersonate any person or entity, misrepresent any affiliation with another person, entity, or association, use false headers, or otherwise conceal your identity from Mormon Times or in any User Submission and/or Content that you post or submit for any purpose.

You also represent and warrant that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with the terms and conditions of this Agreement. In any case, you affirm that you are over the age of 13, as this Website is not intended for children under 13. If you are under 13 years of age, then please do not use this Website.

## **I. Disclaimer of Warranties**

YOU EXPRESSLY AGREE THAT YOUR USE OF THIS WEBSITE IS AT YOUR SOLE RISK. THIS WEBSITE AND THE INFORMATION, CONTENT, AND MATERIALS ON THIS WEBSITE ARE PROVIDED BY MORMON TIMES ON AN “AS IS,” “WHERE IS,” “WHERE AVAILABLE” AND “AS AVAILABLE” BASIS. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, MORMON TIMES, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS WEBSITE AND YOUR USE THEREOF.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, MORMON TIMES MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS WEBSITE’S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THIS WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THIS WEBSITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THIS WEBSITE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT, (VII) OR FOR ANY LOSS OR

DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THIS WEBSITE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, MORMON TIMES DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY CONTENT, PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THIS WEBSITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND MORMON TIMES WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF CONTENT, PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

#### **J. Limitation of Liabilities**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MORMON TIMES, ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OR CORRUPTION OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR INTERRUPTION OF BUSINESS), ARISING OUT OF OR IN ANY WAY RELATED TO (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THIS WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THIS WEBSITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THIS WEBSITE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THIS WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT MORMON TIMES IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU SPECIFICALLY ACKNOWLEDGE THAT MORMON TIMES SHALL NOT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

#### **K. Indemnifications**

To the maximum extent permitted by law, you agree to indemnify and hold harmless Mormon Times, its affiliates, officers, directors, employees, agents, and licensors from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees), arising out of or related in any way to (1) your use of this Website, (2) your submission, post, transmittal, removal or any other use of any User Submission and/or Content, (3) your violation of this Agreement, (4) your violation of any law or regulation, or violation of any proprietary or privacy right, (5) your violation of any third party intellectual property right, including, without limitation, copyright, patent, trademark or trade secret; or (6) any claim that one of your User Submissions or submission of any other Content by you caused damage to a third party. This indemnification obligation will survive this Agreement and your use of this Website.

#### **L. Termination of Access**

Without limiting its other remedies, Mormon Times may immediately issue a warning, temporarily suspend, indefinitely suspend or terminate the license granted under this Agreement and your right to access and use this Website if you fail to comply with any term or condition of this Agreement.

#### **M. Hyperlink Disclaimers**

As a convenience to you, Mormon Times may provide links on this Website to websites operated by third parties (collectively, "Linked Sites"). If you use any Linked Sites, you will leave this Website. If you decide to visit or use any Linked Site, you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses or other destructive elements. We encourage you to read the terms of use and the privacy policy for all Linked Sites that you elect to visit.

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#### **N. Links to this Website**

You may not link to this Website without first obtaining the express, written permission of Mormon Times. Mormon Times reserves the right in its sole discretion to terminate a link with any website that it deems inappropriate or inconsistent with this Website and/or this Agreement.

## **O. Geographic Scope of Use**

Mormon Times makes no representation that materials at this Website are appropriate or available for use at other locations outside of the United States and access to them from territories where their contents are illegal is prohibited. If you access this Website from locations outside of the U.S., you are responsible for compliance with all local laws.

## **P. General**

You agree that: (i) the Website shall be deemed solely based in Utah; and (ii) the Website shall be deemed a passive website that does not give rise to personal jurisdiction over Mormon Times, either specific or general, in jurisdictions other than Utah. This Agreement shall be governed by the internal substantive laws of the State of Utah, without respect to its conflict of laws principles. Any claim or dispute between you and Mormon Times that arises in whole or in part from the Website shall be decided exclusively by a court of competent jurisdiction located in Salt Lake County, Utah. This Agreement, together with the [Privacy Policy](#) and any other legal notices published by Mormon Times on the Website, shall constitute the entire agreement between you and Mormon Times concerning the Website. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and Mormon Times' failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. Mormon Times reserves the right to amend this Agreement at any time and without notice, and it is your responsibility to review this Agreement for any changes. Your use of the Website following any amendment of this Agreement will signify your assent to and acceptance of its revised terms. YOU AND MORMON TIMES AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE WEBSITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.